

Subject to F.R.E. 408

CONFIDENTIAL

Settlement Agreement/Assignment Terms

1. All Plaintiffs in legal malpractice case, specifically, Culloo Entertainment LLC, Meritis Group, LLC, No Ordinary Hospitality Group Houston, LLC and No Ordinary Hospitality Group, LLC, make assignment to Brayden Massie ("Massie") out of proceeds from the Klein legal malpractice suit - not just out of Culloo's allocation of damages – net of Saltz Mongoluzzi Bendesky P.C.'s contingent fee and expenses;
2. Plaintiffs must authorize and obligate their counsel to make payment to Massie from recovery proceeds and also must notify Massie of settlement;
3. Assignment out of proceeds of claim to Massie and his attorney in the amount of the \$995,000.00 judgment plus accrued interest at 6% up to date of payment;
4. Massie will suspend all collection efforts pending malpractice recovery and then provide Release & OSDE following payment in full;
5. Massie will support dismissal of Culloo's bankruptcy with the assurance of no collection efforts. Massie will withdraw its Objection to the Auerbach PLLC Retention Application (D.I. 97), the Objection to Motion to Dismiss (D.I. 40) and the Motion to Convert (D.I. 37) upon execution by the Plaintiffs' of this Term Sheet.
6. Culloo must withdraw the Superior Court appeal with prejudice;
7. If malpractice recovery is less than what Massie is owed; Massie will resume collection;
8. Culloo agrees provide Massie with a security interest in its personal property, including its Liquor License. Such security interest will be evidenced by Massie's filing of a UCC-1 financing statement; and
9. The Parties agree that the terms of this Term Sheet and the subsequent Settlement/ Assignment Agreement are confidential and are not to be disclosed to any third party without the prior written consent, except as permitted solely for the purposes of performing its obligations under this Term Sheet.



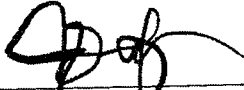
Culloo Entertainment LLC

Date: February 9th 2025



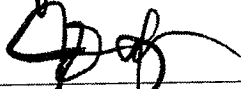
Meritis Group, LLC

February 9th 2025
Date: _____



No Ordinary Hospitality Group Houston, LLC

February 9th 2025
Date: _____



No Ordinary Hospitality Group, LLC

February 9th 2025
Date: _____



Brayden Massie

February 13th, 2025
Date: _____